



Hawaii Public Housing Authority  
State of Hawaii

IFB PMB-2013-04

Invitation-For- Bids (IFB) for the Provision of Refrigerators for  
State and Federal Low Income Housing Properties - Statewide

Issued April 5, 2013



NEIL ABERCROMBIE  
GOVERNOR



HAKIM OUANSAFI  
EXECUTIVE DIRECTOR

STATE OF HAWAII  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
HONOLULU, HAWAII 96817  
FAX: (808) 832-4678

BARBARA E. ARASHIRO  
EXECUTIVE ASSISTANT

Notice to Bidders  
(Chapter 103D, HRS)

INVITATION FOR BIDS (IFB) No. PMB-2013-04

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes (HRS), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Refrigerators for State and Federal Low Income Housing Properties - Statewide.**

The Invitation for Bids, Specifications, and Bid, may be picked up at the HPHA's Contract & Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning April 5, 2013.

Sealed bids must be received at the HPHA's Central Files, 1002 North School Street, Building D not later than 10:00 a.m. (Hawaii Standard Time) on April 30, 2013. Opening of bids will commence at 10:15 a.m. (HST) on April 30, 2013.

The HPHA will conduct a Pre-Bid Conference on Thursday, April 11, 2013 at the HPHA - Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817 from approximately 9:00 a.m. - 10:00 a.m. HST. All interested bidders are strongly encouraged to attend

The Hawaii Public Housing Authority reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Dennis Yanos, IFB Coordinator at (808) 832-1892.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



# **Section 1**

## **Administrative Overview**

# **Section 1**

## **Administrative Overview**

### **I. Authority**

This Invitation For Bids (IFB) is issued under the provisions of Chapter 103D, HRS, and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development's (HUD) regulations shall apply when the executed Contract includes an allocation of Federal funds. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

### **II. IFB Organization**

This IFB is organized into five (5) sections:

- Section 1      Administrative Overview – Provides bidders with an overview of the procurement process.
- Section 2      Service Specifications – Provides bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables applicable.
- Section 3      Bid Proposal – Describes the required format and content for the bid.
- Section 4      Bid Evaluation & Award – Describes how the bids will be evaluated by the HPHA.
- Section 5      Attachments.

### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The Contracting Office is:

Hawaii Public Housing Authority  
Contract & Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817

Telephone: (808) 832-1892   Fax: (808) 832-6039

For the purpose of this solicitation, the IFB Coordinator and the Contract Administrator or his/her designated representative is listed below:

Dennis Yanos  
Contract & Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817

Telephone: (808) 832-1892  
Email: [dennis.g.yanos@hawaii.gov](mailto:dennis.g.yanos@hawaii.gov)

The HPHA reserves the right to change the IFB Coordinator without prior written notice.

The Property Management and Maintenance Services Branch (PMMSB) is the office responsible for monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Earl Nakaya  
Property Management and Maintenance Services Branch  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817 Telephone: (808) 832-4687  
Email: [earl.k.nakaya@hawaii.gov](mailto:earl.k.nakaya@hawaii.gov)

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Contractor. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Contractor of any change.

The Officer-in-Charge shall be the primary contact for the Successful Bidder's day-to-day operational issues and reporting requirements. No Changes to the Contract shall be implemented based on verbal instructions of the Officer-in-Charge. The Officer(s)-in-Charge for each specified location are designated as follows:

AMP	Address	Officer-in-Charge
30	99-132 Kohomua Street Aiea, HI 96701	Mary Jane Hall-Ramiro Ph: (808) 483-2550
31	2250 Kalena Drive Honolulu, HI 96819	Gail Lee (Acting) Ph: (808) 832-3336
32 33	521 North Kukui Street Honolulu, HI 96817	Cynthia Yoshida (Acting) Ph: (808) 832-3153
34	1545 Kalakaua Avenue Honolulu, HI 96826	Janice Mizusawa Ph: (808) 973-0193
35	730 Captain Cook Avenue Honolulu, HI 96813	Gail Lee Ph: (808) 586-9739
37	600 Wailoa Street Hilo, HI 96720	Tammy Passmore Ph: (808) 933-0474

38	4726 Malu Road. Kapaa, HI 96746	Whitney Aaron Brown (Acting) Ph. (808) 821-4415
39	2015 Holowai Place Wailuku, HI 96793	Ione Godsey Ph: (808) 243-5001
40	1475 Linapuni Street Honolulu, HI 96819	Ioane Ah Sam Ph: (808) 832-6075
MU 42	94-641 Ka'uolu Place Waipahu, HI 96797	Venus Katano Ph: (808) 675-0099
43	78-6725 Makolea Street Kailua-Kona, HI 96740	Paul Sopoaga Ph: (808) 322-1915
44	85-186 McArthur Street Waianae, HI 96792	Lui Faleafine Ph: (808) 697-7171
45	41-1027 Kamau Place Kaneohe, HI 96744	Shareen Dumlao Ph. (808) 233-3766
49	310 North Cane Street Wahiawa, HI 96786	Patrick Shimabukuro Ph: (808) 622-6360
50	2107-A Ahe Street Honolulu, HI 96816	Lyrissa Sagawa Ph: (808) 733-9113

Any changes to the Officer(s)-In-Charge (OIC) or his/her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the OIC.

#### IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	April 5, 2013
Distribution of bid specs/bid form	April 5, 2013
Pre-Bid Conference	April 11, 2013
Bid submittal deadlines	April 30, 2013
Notice of award	May 2013
Contract execution	May/June 2013
Contract start date	July 1, 2013

The HPHA reserves the right to amend or revise the timetable, without prior written notice. The Contract execution and start date are subject to the availability and release of funds. No services shall be provided prior to the execution of a Contract.

## V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference at the following location:

Date	Address	Location	Time
April 11, 2013 (Thursday)	HPHA 1002 North School Street Honolulu, Hawaii 96817	Building E - Board Room	9:00 a.m. HST

Prior to submittal of the bid, interested bidders may inspect the projects to thoroughly familiarize themselves with existing conditions and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions/layout or work to be performed. Interested bidders must contact the OIC to schedule a site visitation.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Formal official written responses to substantive questions will be provided to each interested bidder as set forth in section VI herein below. Any changes required will be issued as an addendum to the IFB.

## VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. HST on April 16, 2013. All written questions will receive a written response from the HPHA. The HPHA's responses to written questions will be sent to interested bidders via mail, email, or facsimile not later than April 24, 2013.

## VII. Submission of Sealed Bids

- A. Forms/Formats.** Bid forms are attached at Section 5 of this IFB. See Attachment 2.
- B. Bid Submittal.** Bids shall be postmarked by United States Postal Service (USPS) and received or hand delivered by the date and time designated in the procurement timeline. Any bids post-marked and/or received after the designated date and time shall be considered late and rejected. Postmarks must be by the USPS or the bid will be considered hand-delivered and shall be rejected if late. **Electronic mail and facsimile submissions of the Bid Offer shall not be accepted.**

Bids must submitted in a sealed envelope and property identified as a sealed bid in response to this IFB. Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no

exceptions to this requirement.

- C. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. See Attachment 1. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor shall be obligated to provide wages not less than those increased wages. Interested bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS.

The Successful Bidder shall be further obligated to notify his employees performing work under this Contract of the provisions of section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor(s) may meet this obligation by posting a notice to this effect in Contractor's place of business in an area accessible to all employees.

- D. **Confidential Information.** If an interested bidder believes that any portion of a bid contains information that should be withheld as confidential, the interested bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price(s) is not considered confidential and will not be withheld.**

#### **VIII. Discussion with Bidders Prior to Bid Submission**

Discussions may be conducted with potential bidders to promote understanding of the HPHA's requirements.

#### **IX. Opening of Bids**

Upon receipt of bids by the HPHA at the designated location, bids, modifications to bids, and withdrawals of bids shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a Contract has been awarded and executed by all parties.



Sealed bids received by the due date and time shall be opened at the bid opening. Bid opening will commence at 10:15 a.m. HST on April 30, 2013 at the HPHA, Contract and Procurement Office, Bldg. D, 1002 North School Street, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA has received a bid that was misplaced or mishandled through no fault of the interested bidder, the HPHA shall publicly open the bid as soon as possible, inform all interested bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received by the HPHA by the posted due date, in the possession of the HPHA, and that the bid was not properly opened during the posted bid opening date and time.

**X. Additional Materials and Documentation**

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature or samples will not be examined or tested, and will not be deemed to vary any of the provisions of this IFB.

**XI. IFB Amendments**

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile, or by USPS.

**XII. Cancellation of the Invitation for Bids**

The IFB may be canceled and any or all bids may be rejected in whole or in part at the HPHA's sole discretion, when it is determined to be in the best interests of the State.

**XIII. Costs for Bid Preparation and Verification**

Any costs incurred by interested bidders in preparing or submitting a bid are the applicants' sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Interested bidders shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested bidder's Bid Offer Form.

**XIV. Mistakes in Bids**

While interested bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the bidder to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR, and the U.S. Department of Housing

and Urban Development (HUD) requirements at HUD Handbook 7460.8.

## **XV. Rejection of Bids**

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the service specifications. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including not only the total price of the bid, but the prices for individual items as well.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bidding is at a very high price for the first item and extremely low for subsequent items.

Any bid offer shall be determined non-responsive, if submitted in a manner which alters the bid form or does not conform to the format and instructions provided.

## **XVI. Notice of Award**

**An award shall be made to the responsive and responsible bidder(s) submitting the lowest total bid price in each group for the initial 12-month period, option year one (1) and option year two (2).**

If made, an award shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest total bid price in each group for the initial 12-month period ending June 30, 2014 and option year one (1) and option year two (2) of the Bid Offer Form see Attachment 2. Interested bidder(s) must submit a bid for each appliance listed in each group to be considered responsive. The award of the initial 12-month Contract period shall not be deemed a commitment on the part of the HPHA to automatically exercise the up to 24-months of extensions, with no extension period to exceed 12 months. **The Successful Bidder of each group may not necessarily be the same bidder.**

2. In the case of a tie, the bid shall be awarded to the present Contractor providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the present Contractor is not a tied bidder, the bid award shall be by the flip of a coin or some other random means of selection.

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD, as required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the Successful Bidder prior to the Contract start date of July 1, 2013. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the Contract start date.

The Successful Bidder shall produce documents to the procurement officer to demonstrate compliance with the Reference Responsibility of Bidder in section 3-122-112, HAR. The Successful Bidder receiving an award shall be required to enter into a formal written Contract with the HPHA. The General Conditions of the Contract are attached and service specifications are included herein. See Attachment 6.

## **XVII. Protests**

An unsuccessful bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS; or
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office and the Procurement Officer as indicated below within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

Head of State Contracting Office		Procurement Officer	
Name:	Hakim Ouansafi	Name:	Rick Sogawa
Title:	Executive Director	Title:	Acting Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

### **XVIII. Availability of Funds**

All interested bidders and the Successful Bidder shall be duly informed that the award of a Contract and any allowed renewal or extension of a Contract is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and/or appropriation by the United States Congress and is subject to the availability and allocation by the State Legislature and/or the United States HUD. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for services at federal low income public housing complexes with State funds allocated for purposes other than appliance services.

### **XIX. Monitoring and Evaluation**

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Officer-In-Charge and the Contract Administrator. The HPHA shall provide the Successful Bidder(s) with a copy of monitoring reports for their information and necessary corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work of the Contract, but shall continue for the duration of time as deemed necessary by the HPHA.

### **XX. General and Special Conditions of Contract**

The General Conditions of the Contract are included herein as Attachment 6 to this IFB as form AG-008 Rev. (4/15/2009). The State's General Conditions set forth in Attachment 6, may also be found on the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

Any necessary Special Conditions may also be imposed under the Contract by the HPHA. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make small or major modifications to the Contract due to unforeseen conditions.

**XXI. Cost Principles**

The HPHA shall utilize standard cost principles at section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under State and Federal law.

**XXII. Campaign Contributions by State and Country Contractors Prohibited**

If awarded a contract in response to this solicitation, Offeror agrees to comply with § 11-355, HRS, which states that campaign contributions are prohibited from a State and County government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

(END OF SECTION)

## **Section 2**

# **Specifications**

## Section 2 Specifications

### I. Introduction

#### A. Purpose or need

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all state low income housing and homeless functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA seeks to procure electric-operated refrigerator appliances to meet the agency's goal of providing safe, sanitary, and decent housing. The purpose of this IFB is to procure refrigerators for all State and Federal low income public housing properties known as Asset Management Projects (AMP) or Management Unit (MU).

#### B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing services to all properties within each group during the primary contract period and any option period. The address of each group is located in Attachment 3.

#### C. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and/or the United States Congress and allocation by the Governor, State Legislature and/or the United States Department of Housing and Urban Development. Funding and period of availability may change upon notice by the STATE to the HPHA.

**It is understood that no award shall not be binding unless the HPHA, and/or the State Comptroller indicate that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.** Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. Any use of Federal funds may require the prior written approval of HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 12-month period ending June 30, 2014, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for refrigerator units using available State or Federal sources. Any additional services purchased under the terms of the Contract resulting from this IFB shall be at the same or similar contracted rates.

## II. General Requirements

### A. Specific requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The interested bidder must be in good standing with the Department of Commerce and Consumer Affairs and submit a certificate to the HPHA with the Bid Offer Form.

Information regarding the *Certificate of Good Standing* is as follows:

#### **Department of Commerce and Consumer Affairs (DCCA)**

Business Registration Division  
Phone: (808) 586-2727  
Email: [breg@dcca.hawaii.gov](mailto:breg@dcca.hawaii.gov)

Successful Bidders are advised there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

4. Pursuant to section 103D-328, HRS, the Successful Bidder shall be required to demonstrate compliance with the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) prior to award of a Contract.

Information regarding the tax clearance certificate is as follows:

#### **Department of Taxation (DOTAX)**

Electronic Processing Unit  
Phone: (808) 587-4242  
Email: [tax.efile@hawaii.gov](mailto:tax.efile@hawaii.gov)



### **Internal Revenue Service (IRS)**

Hawaii Tax Clearance Program

Phone: (808) 566-2748

Fax: (808) 524-5950

The application for the clearance is the responsibility of the interested bidder. The interested bidder must submit the tax clearance directly to the DOTAX or IRS and not to the state contracting agency for processing.

5. Pursuant to section 103D-310(c), HRS, the interested bidder shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR).

Information regarding the DLIR certification is as follows:

### **Disability Compensation Division**

Phone: (808) 586-9200

Email: [Royden.T.Koito@hawaii.gov](mailto:Royden.T.Koito@hawaii.gov)

### **Unemployment Insurance Division**

Phone: (808) 586-8926

Email: [DLIR.UI.EmpSvc@hawaii.gov](mailto:DLIR.UI.EmpSvc@hawaii.gov)

6. The Successful Bidder shall use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html> to demonstrate compliance. The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status of the Tax Clearance Form, Certificate of Compliance: LIR #27 and the Certificate of Good Standing from the DCCA. The Certificate of Vendor Compliance is acceptable for both contracting purposes and final payment. Applicants that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).
7. The Contractor shall maintain insurance acceptable to the HPHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Contractor shall provide the following minimum insurance coverage.

<u>Coverage</u>	<u>Limit</u>
<b>Commercial General Liability</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR  Combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Contractor and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clauses:

- (a) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), Property Management and Maintenance Services Branch, 1002 N. School Street, Bldg E, Honolulu, Hawaii 96817."
- (b) "The State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees are added as additional insured with respect to operations performed for the State of Hawaii and HPHA."
- (c) "It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

The Successful Bidder agrees to provide the HPHA, before the effective date of the Contract, certificate(s) of insurance necessary to satisfy that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the

HPHA during the entire term of this Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The Successful Bidder shall notify the HPHA in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

7. Interested Bidders are advised that if awarded a Contract under this solicitation, the Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
  - a. Chapter 237, HRS, tax clearance;
  - b. Chapter 383, HRS, unemployment insurance;
  - c. Chapter 386, HRS, workers' compensation;
  - d. Chapter 392, HRS, temporary disability insurance;
  - e. Chapter 393, HRS, prepaid health care; and
  - f. One of the following:
    - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or  
**Hawaii business.** A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business.
    - ii. The Successful Bidder shall be registered to do business in the State

(hereinafter referred to as a “compliant non-Hawaii business”).

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as stated in this IFB. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

8. No performance or payment bond is required.
9. During the performance of this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.
10. The Successful Bidder shall have a permanent office in Hawaii from where it conducts business and where an authorized representative will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. The Successful Bidder’s permanent office location and phone number shall be stated on the bid.

**B. Single or multiple contracts to be awarded**

☐ Single                      ☐ Multiple                      ☒ Single & Multiple

**C. Single or multi-term contracts to be awarded**

☐ Single term ( $\leq 2$  yrs)                      ☒ Multi-term ( $> 2$  yrs.)

Initial term of contract:	12 months
Length of each extension:	Up to 12 months (may be less than 12 months when it is in the best interest of the State)
Maximum length of contract:	36 months

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

- 1) The Successful Bidder experienced cost savings and has unexpended funds available that can be used to provide additional services; or

- 2) The HPHA determines there is an ongoing need for the services and has funds to extend services up to 24 months but not to exceed 12 months for any given period. Contract extensions shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
- 3) A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- 4) The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and
- 5) The Successful Bidder must obtain HPHA written approval and a notice to proceed with the extension; and
- 6) The necessary State and/or Federal funds are available and have been allotted for an extension; and
- 7) The HPHA has determined that the Successful Bidder has satisfactorily provided services over the current Contract term.

The Primary Contract is being executed for a 12-month period beginning July 1, 2013 and ending June 30, 2014.

The option to extend the Contract will be at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

**D. Statutory requirements of Section 103-55, HRS**

Interested bidders shall complete and submit the attached wage certification by which the interested bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Interested bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder will be obligated to provide wages not less than those increased wages.

**E. Bid Price**

The total bid price shall be based on delivery and installation of new refrigerators, and the removal and disposal of the replaced refrigerators to the various HPHA

properties on Oahu, East Hawaii, West Hawaii, Maui, Kauai, and Molokai. Prices shall include all labor, material, equipment, freight charges, delivery charges, all taxes, and any other costs incurred in the performance of this contract.

The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees. Interested bidders should account for any published wage increase in their bid offer. The State shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The interested bidder's bid price shall include all administrative and personnel costs and any increase in costs for benefits required by law that are automatically increased as a result of increase wages such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance

The Successful Bidder shall be determined on the total bid price for the specified appliance in each group for the 12-month period ending June 30, 2014 and Option year one (1) and Option year two (2).

#### **F. Contract Price Adjustment**

Each bid offered herein shall be firm for the Primary Contract period, Option Year One (1) and Option Year Two (2).

A maximum of five percent (5%) or the change of the consumer price index for that period, whichever is lower, shall dictate the allowable escalation in bid price for each item listed in the Bid. To be considered allowable, the price increase must be imposed by the manufacturer and documented in writing. In addition, the HPHA shall grant exceptions upon satisfactory justification such as an increase in freight charges, delivery charges and applicable taxes.

Escalation will also be allowed during any period provided the Contractor's request is due to price increase(s) imposed upon the Contractor by the manufacturer. Accordingly, the Contractor shall furnish appropriate documentation to support his request for price increases.

Within seven (7) days after date of award, the Contractor shall furnish the HPHA's Contract and Procurement Office with a copy of their price list which was current at the time of bid opening. Contractor shall identify their Price List with the bid/contract number and the items awarded by annotating the line item number alongside the appropriate model number. The Contractor is advised to comply with this requirement as their Price List will be part of the contract file and will be the basis upon which any future request(s) for price increase(s) will be based. Failure to submit the Price List in a timely manner will result in rejection

of any request for price increase(s) in the future.

### **III. CONTRACT MONITORING & REMEDIES**

#### **A. Monitoring**

1. The satisfactory provision of goods and services shall be monitored by the Officer-In-Charge and Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to directly assess the Successful Bidder.
3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, and the Contract, HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost moneys due or that may thereafter become due the Successful Bidder. In case money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

#### **B. Damages**

1. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day the Successful Bidder fails to perform in whole or in part any of its obligations in accordance with the terms of section # 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
2. The Successful Bidder shall repair all damages caused by Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Bidder. In the event money due the Successful Bidder is insufficient for this

purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

**C. Product Quality**

Appliances furnished under these provisions and specifications shall be new and free from defects. An unacceptable item must be replaced with an item of acceptable quality within one (1) week of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable item shall not relieve the Successful Bidder from the responsibility imposed upon it by the Contract. The acceptability of any appliance is judged solely by the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable appliance.

**D. Termination**

The HPHA reserves the right to terminate any agreement without penalty for cause or convenience as provided in the General Conditions.

**IV. SCOPE OF WORK**

In return for the bid price(s) submitted, the HPHA will purchase all of their requirements of the item(s) listed herein for projects on all islands from the successful low bidder(s) in each group. It is provided, however, that when the quality level or product design is not suited to the agency's purpose, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder.

The estimated quantities listed in Attachment 4 are for the purpose of calculating single unit pricing without giving weight to any particular item. No guarantee to purchase an exact amount is intended or implied. For this reason, vendors are urged to bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for the HPHA use only.

**A. Management Requirements & Qualifications (Minimum requirements)**

**1. Personnel**

- a. The Successful Bidder shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements, as appropriate.
- b. The Successful Bidder shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies, vacation, or changes.
- c. The Successful Bidder shall be solely responsible for the behavior



and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Officer-in-Charge.

- d. The Successful Bidder agrees to remove any of his employees from servicing or providing services to the HPHA, upon written request by the Officer-in-Charge. At the request of the HPHA, the Successful Bidder shall remove forthwith and shall not employ in any portion of the contracted work, any person who, in the opinion of the HPHA, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.

## **2. Administrative**

- a. The Successful Bidder shall be required to attend, at a minimum, quarterly meetings or upon request by the Officer-In-Charge. The day and time is to be specified by the Officer-In-Charge. Necessary field visits shall be made.
- b. Every month, the Officer-in-Charge and/or Contract Administrator will submit a report to the Successful Bidder listing any discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected by the next reporting period for payment adjustment purposes.

## **3. Payment**

- a. Section 103-10, HRS, provides that the HPHA shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
- b. The Successful Bidder shall submit one (1) original monthly invoice, for goods and services rendered to:

Hawaii Public Housing Authority  
Attn: Property Management and Maintenance Services Branch  
1002 North School Street  
P.O. Box 17907  
Honolulu, HI 96817

The date of the invoice shall be the date received by the HPHA.

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge or designee that the Successful Bidder has satisfactorily provided the goods and services specified.
- d. Payment shall be made on the basis of actual units delivered and installed by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing the specific product/units, housing project and dates of delivery rendered for the previous month. The Successful Bidder shall clearly indicate any adjustments made to the billing statement for work not performed including without limitation liquidated damages for failure to deliver the products within the required timeline.
- e. For final payment, the Successful Bidder must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "forms for Vendors/Contractors" from the Chapter 103D, HRS.

The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract.

## **B. Minimum and/or Mandatory Requirements for Goods/Services**

### **1. Product Identification and Ordering**

- a. Bidders must identify the exact brand or manufacturer name, product model, and model number of each product offered on the bid. Catalog cuts and owners manuals are required for each product and must be clearly identified as the product that is offered for each line item in this bid. Failure to do so shall be sufficient grounds for rejection of bid.

If any of the called for elements of information are missing from the bidders offer, the HPHA will be unable to determine from the information given whether the product is acceptable or not.

- b. All appliances shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all refrigerators according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each refrigerator in an accessible place.

The appliance shall also bear a permanent record of the manufacturer's name and address, the model and serial number.

## **2. Product Literature Certifications**

- a. Bidder must include with its bid one (1) copy printed factory literature of model to be furnished.
- b. The Successful Bidder(s) must provide written instructions for care and operation of each refrigerator. A user's manual covering care and operation with must be provided with every appliance installed.
- a. The Successful Bidder shall, upon request by the HPHA, furnish for each model offered a Descriptive Parts Book and a Service Manual. This data will be required for proper ordering of replacement parts. The number of copies shall be that required for project use and other appropriate HPHA personnel.
- b. Energy Efficiently Ratings are to be plainly marked on all applicable documents for products submitted for bid.
- c. Approval Requirements. UL Listing and copy of UL labels in brochure. The brochure should include all models bid and be noted by pen as which item(s) are included in the bid.

## **3. Product Quality & Workmanship**

- a. The finished refrigerators shall be clean, well-made, and free from any defects which may affect appearance or serviceability.
- b. Reference to standards, codes, regulations and specifications, shall meet the latest revision in effect at the date of the Invitation for Bids.
- c. The refrigerator(s) offered and furnished under this specification shall be of a make and general type which has been manufactured for at least one (1) year and has given satisfactory service.
- d. When requested, a sample product shall be made available to the Procurement Officer for examination as to compliance with the applicable specifications.
- e. Welding and brazing shall be complete, uniform and properly fused, having no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners, when used shall not be broken, fractured, stripped, or loose

and shall have locked washers or shall have self-locking type when used on structural parts subject to vibration.

#### **4. Delivery, Installation & Disposal of Appliances**

- a. An order form with specific instructions shall be issued by the HPHA. Electric refrigerators shall be delivered and installed. Old appliances will be removed and disposed of from various units in the HPHA properties on the islands of Oahu, Maui, East and West Hawaii, Molokai and Kauai. A list of properties is attached and identified as Attachment 3.
- b. The Successful Bidder shall coordinate delivery and/or removal with the authorized HPHA representative identified in the order. The Successful Bidder's personnel shall ensure refrigerator(s) is in operating condition upon installation.
- c. Deliveries to Oahu projects shall be made within 14 calendar days after receipt of the HPHA's order form. Deliveries to the neighbor island destinations shall be made within 21 calendar days after receipt of the HPHA's order form.
- d. Bidders are advised that elevators are available only in the elderly projects. It shall be the successful bidder's responsibility to provide any/all delivery equipment, as required.
- e. The HPHA shall inspect all refrigerators upon delivery or within 24 hours of installation for defects or problems. Any reports or defects or malfunctions shall be abated, repaired or replaced within 24 hours of notice.
- f. Old refrigerators to be replaced shall be carefully disconnected and removed. Old refrigerators shall be properly disposed of in an approved landfill or approved recycler.
- g. Floor scratches, gouges, wall and cabinet damage caused by the removal or installation of a refrigerator shall be corrected by the Successful Bidder.

#### **5. Product Ordering & Substitutions**

- a. The HPHA shall have the right to purchase any quantity of refrigerators at the prices quoted on the Bid by the Successful Bidder.
- b. Only one (1) make and model shall be offered and furnished for each size on each bid proposal and shall be indicated by the bidder in the Bid Offer Form. Refrigerators of each size delivered against one (1) order to any one (1) operating property or to a section of a newly constructed

property(ies) must be essentially comparable or interchangeable, including without limitation cabinet, evaporator, electrical and wiring items, cold control, thermostat, relay, refrigerating unit, cooling unit, motor and all other parts and components which constitute the complete assembly.

- c. If a Successful Bidder is unable to deliver the product(s) under Contract, it shall be the Successful Bidder's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute. In the event the Successful Bidder needs to substitute products, the HPHA reserves the right to terminate the Contract.
- d. If a particular item is discontinued from a manufacturer's line, the request to terminate must be in writing to the Procurement Officer and shall include a copy of the Successful Bidder's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer not to exceed 10 days from date of receipt of the written request by the HPHA Procurement Officer. The Successful Bidder shall honor all orders placed prior to the effective termination date.

In the event of the termination of a line item, the HPHA reserves the option to purchase the item from another Successful Bidder for the remainder of the contract period or until the Successful Bidder can secure distribution rights for an acceptable substitute, or rebid the item whichever is in the best interest of the HPHA.

## **6. Warranties**

- a. The warranty period for all refrigerators shall be for a minimum of one (1) year from date of acceptance. The date of acceptance shall be designated as the date that the new refrigerator is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and any other expenses incurred in performing warranty work.
- b. During the warranty period, refrigerator repairs shall be made within 12 hours to make it operative, upon notice to Successful Bidder by 1:00 p.m., Mondays to Fridays, except legal holidays. The Successful Bidder shall furnish a loaner if requested by the HPHA to avoid unreasonable interruption of service.
- c. During the warranty period, the Successful Bidder shall have available a supply of parts on hand to repair the refrigerators on contract. If the parts are not available, the Successful Bidder will then have seven (7) working days to make available the part(s) requested to repair the refrigerator. Thereafter, the Successful Bidder shall install a new refrigerator and

remove the old refrigerator if the repair is not done within the seven (7) working days of the original call.

- d. For after hours, State holidays and weekend services, the Successful Bidder shall furnish to the HPHA, the name and telephone number for emergency calls. The Successful Bidder shall repair or replace and install any part necessary to make it operative, or furnish a requested loaner, to avoid any unreasonable interruption of service.
- e. A refrigerator shall be considered inoperative within the meaning of the preceding paragraph when the interior cabinet temperature rises above 50 degrees Fahrenheit and is maintained at such temperature for six (6) or more consecutive hours after the usual normal adjustments have been made, or other mechanical and electrical trouble affecting normal operations has been corrected.
- f. The Successful Bidder shall furnish new or reconditioned cooling system units, or components, replacing in refrigerators furnished under this contract any units and/or parts which become defective, excluding damage due to visible abuse, during a four (4) year period, commencing at the expiration of the one-year warranty period. The Successful Bidder shall provide the labor and materials required to make the replacements. Defective units and/or parts become the property of the Successful Bidder.
- g. During the warranty period, the Contractor shall ensure all repairs are completed by a certified technician using approved parts in compliance with the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Contractor shall replace the refrigerator at no cost to the HPHA.

**7. Technical Specs.** The Technical specifications for Electric Refrigerators follows:

## **TECHNICAL SPECIFICATIONS FOR ELECTRIC REFRIGERATORS**

### **1. General Description**

Electric refrigerators shall be white or off-white in color and "frost free", Energy Star compliant. All refrigerators shall be furnished with at least: two (2) shelves (2 in main compartment, 2 in door) for the 15 cubic foot appliances, with vegetable drawers or crisper trays; and at least three (3) shelves (3 in main compartment, 3 in door) for the 18 cubic foot appliances, with vegetable drawers or crisper trays.

## **2. Width, Height, Depth, and Size**

This IFB is requesting bid prices for electric refrigerators of approximate size categories 15 and 18 cubic feet (c.f.) (nominal size). Actual cubic feet dimensions may be plus two (2) c.f. for the 15 c.f. models and plus three (3) c.f. for the 18 c.f. models more than the nominal size specified.

Refrigerator width shall be as follows:

- a. 28" or less for the 15 c.f. size.
- b. 31" or less for the 18 c.f. size.

## **3. Operating Service**

- a. The refrigerator shall operate on a 115 volt, 60HZ, A.C. electrical system. A 3-wire cord with 3-prong attachment plug shall provide grounding of the refrigerator and shall extend at least five (5) feet, but not more than nine (9) feet beyond the point at which it is attached to the back of the cabinet.
- b. Relay shall be of the quality and rating which under normal operating conditions should function properly for at least a one (1) year period and which is consistent with the requirements specified herein and its companion components and parts in the electrical circuit.
- c. Motor shall be for operation on 115 volt, plus or minus 10 percent (10%), 60 Hz, single phase, alternating current and shall be capable of starting in ambient temperature of 110 degrees Fahrenheit. on voltage of 90 percent (90%) and 110 percent (110%) of rated voltage. Thermal overload protection of the automatic re-set type shall prevent excess temperature rise of the motor windings.
- d. Energy Star Ratings are to be plainly marked on all descriptions of refrigerators that are submitted for bid.

## **4. Applicable Specifications.** Electric refrigerators shall conform to the following:

- a. The refrigerator shall be of a "frost free" design.
- b. The temperature control shall be equipped with an off position and contact points or setting positions for a wide refrigerator of degrees of temperature; all of which may be selected by a readily accessible knob, properly marked with settings available, mounted on the temperature control shaft.
- c. Unit consisting of the compressor, motor and housing shall be of the hermetically sealed type with reciprocating or rotary-type compressor. The compressor shall be equipped with a means of unloading, such as an automatic unloader or capillary tube. The sealed refrigerating system shall be serviceable by complete

unit replacement of the replacement of component parts such as motor compressor assembly, evaporator, condenser and heat exchanger.

- d. The hermetic compressor unit shall be quiet in operation, free from excessive vibration and entirely automatic in operation.
- e. Motor shall be of the type, speed, load and horsepower ratings consistent with the other requirements herein specified.
- f. All hardware components and parts shall be of sturdy construction and made of material that is durable and structurally correct for the application. All hardware attachment devices including without screws, bolts and nuts shall be of material and finish consistent with the material of the components and parts with which they are used.
- g. All hardware shall have a finish which shall remain intact after being subjected to the salt spray test for a period of twenty-five (25) hours in accordance with ASTM B117. Vinyl covered steel for center section of door handle is acceptable.
- h. The Successful Bidder may exercise the option of finishing the four (4) compartment door hinges the same finish as specified for the out panel of the food compartment door.
- i. All hardware shall be securely attached in a substantial manner and to the extent that removal may not be accomplished without the use of tools.
- j. All electrical components and parts, including without controls, lamp sockets, relay, switches, thermostat, wiring harness, cables and leads; and their accessories shall be located and mounted in a manner that their replacement may be readily accomplished. No electrical assembly or harness shall be so constructed that it will be necessary to replace the complete assembly or harness when any component part of the assembly or harness becomes defective or inoperative. Individual components and parts of all assemblies and harness shall be obtainable for relatively simple replacement purposes.
- k. Exterior doors shall swing open to the right or left as specified by the HPHA. Each door shall be equipped with a magnetic gasket.
- l. Interior liners of food storage compartments shall be plastic or porcelain enamel on steel.
- m. A switch for the interior light shall be operated automatically by opening the door.
- n. The refrigerators shall include a minimum of two (2) adjustable leg levelers and be free standing.



- o. Each refrigerator shall be furnished with a minimum of one (1) standard size ice tray.
- p. Each refrigerator shall include one (1) or more vegetable drawers or crisper trays occupying the full width of the food compartment and shall be readily removable and constructed of steel finished with porcelain enamel, anodized aluminum or durable plastic, durable glass, or non-corrosive metal.

## **5. Testing Requirements**

- a. Plastic compartment liners and plastic door liners when assembled to outer doors shall not show any cracks or crazing when tested under Environment Cracking Resistance Test specified in ANSI/AHAM HRF-1.
- b. Single-piece liners eliminate the need for breaker strips. If impact testing is desired, it should be done as specified in ANSI/AHAM HRF-1, paragraph 10.6.

Copies of ANSI/AHAM HRF-1- 2008 (Revision of ANSI 1338.1-1970) are available from Association of Home Appliance Manufacturers, 1111 19th St. NW, Suite 402, Washington, D.C., 20036.

(END OF SECTION)

## **Section 3**

### **Forms and Instructions**

## Section 3

### Forms and Instructions

#### General Instructions For Completing Forms

*Bids shall be submitted to the HPHA in the prescribed format outlined in this IFB. No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*

*A written response is required for each item unless indicated otherwise.*

*Bid documents and all certifications should be completed with black ink.*

#### I. Bid Offer Forms

The bid forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Interested bidders shall submit their bid offer under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

Interested bidders are reminded to submit the following certifications as issued with the Hawaii Compliance Express together with the Bid Offer Form. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

- a. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- b. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- c. Hawaii State Tax Clearance; and
- d. Federal Tax Clearance.

Interested bidders are required to submit the following certifications with the Bid Offer Form:

- a. Wage Certification; and
- b. Corporate Resolution evidencing who is authorized to sign bid documents and contracts on behalf of the interested bidder.

Submission of a bid offer shall also be regarded as an interested Bidder's assurance that he/she is willing and able to begin services effective July 1, 2013 as specified in this IFB. The HPHA shall not consider offers from Bidders who are unable to provide the contracted services, effective July 1, 2013. The interested bidder's authorized signature shall be an original signature in ink. If the bid form on page one (1), is unsigned or the affixed signature is a facsimile or a photocopy, the Bid Offer Form shall be automatically

rejected. If the Bid Offer Form is not signed by an authorized representative as submitted on the corporate resolution, the Bid Offer Form shall be automatically rejected.

A bid security deposit is not required for this IFB. Bid forms are attached to this IFB.

Bid Quotation. Bid price shall be based on delivery and installation of new refrigerators, and the removal and disposal of the replaced refrigerators to the various HPHA projects on Oahu, East Hawaii, West Hawaii, Maui, Kauai, and Molokai. See Attachment 4. Prices shall include all labor, material, equipment, freight charges, delivery charges, applicable taxes, and any other costs incurred in the performance of this contract.

The successful bid shall be determined by the total bid price for each group for the 12-month period ending June 30, 2014 and Option Year One (1) and Option Year Two (2).

The option to extend the Contract shall be at the sole discretion of the HPHA and determined to be in the best interests of the State. The Contract shall be extended at the same rates as proposed in the original bid unless price adjustments are provided herein.

## **II. HUD Forms**

### **A. Instructions to Offerors Non-Construction, Form HUD 5369-B**

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached to this IFB and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 8.

### **B. Certification and Representations of Offerors, Form HUD 5369-C**

The Form HUD 5369-C must be completed and submitted to the HPHA with the bid form by the required due date and time, and in the form prescribed by the HPHA. **The certification must be signed and dated by an authorized representative.** Form HUD 5369-C is attached to this IFB and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 9.

### **C. General Conditions, form HUD 5370-C**

The Form HUD 5370-C is provided for bidder's information and reference. Form HUD 5370-C is attached to this IFB and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 7. The General Conditions Form HUD 5370-C shall be incorporated into the Contract with the Successful Bidder.

### **III. General Conditions**

The State of Hawaii's General Conditions AG-008 Rev. 4/15/2009 of the Contract are attached for the interested bidder's review and information. See Attachment 6. The General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

## **Section 4**

# **Bid Evaluation & Award**

## Section 4

### Bid Evaluation & Award

#### I. Bid Evaluation

Each bid offer will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsible bid.” Information provided in/with the Bid Offer that results in a determination that the interested bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsive bid.”

#### II. Method of Award

An award shall be made to the lowest responsible and responsive bidder’s Grand Total bid price per group that includes the bid price per unit and the removal and disposal cost per unit for the initial 12-month period, Option Year One (1) and Option Year Two (2). To be considered a responsive bid and eligible for an award, the interested bidder must bid on all refrigerators within a group. **The Successful Bidder for each group may not necessarily be the same bidder.**

Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise its option periods. The option to extend the Contract shall be at the sole discretion of the HPHA.

The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and conditions are met as described in Section 2, Specification of this IFB.

Pursuant to section 3-122-35, HAR, in the event there are no responsive and responsible bids an alternative procurement method may be used by the HPHA. The HPHA may conduct a re-solicitation or an alternative procurement method for each group that is not awarded a Contract.

The low bid must conform to all requirements of the IFB in order to be determined responsive.

## **Section 5**

### **Attachments**

- |   |                          |
|---|--------------------------|
| 1. Wage Certificate   | Due April 30, 2013       |
| 2. Bid Form   | Due April 30, 2013       |
| 3. Listing of Properties by AMP/MU  | For Bidder's information |
| 4. Estimated Quantities by Geographic Area  | For Bidder's information |
| 5. Sample Contract Based on Competitive Sealed Bids for<br>Goods and Services (6/22/2009) | For Bidder's information |
| 6. General Conditions, AG-008 Rev. 4/15/2009  | For Bidder's information |
| 7. General Conditions, Federal form HUD 5370-C  | For Bidder's information |
| 8. Instructions to Offerors, form HUD 5369-B  | For Bidder's information |
| 9. Certification and Representations of Offerors,<br>form HUD 5369-C                      | Due April 30, 2013       |
| 10. State of Hawaii Holiday Schedule 2013/2014  | For Bidder's information |



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